

**AGREEMENT BETWEEN**  
**THE SUPERINTENDENT OF SCHOOLS**  
**for the**  
**BETHLEHEM CENTRAL**  
**SCHOOL DISTRICT**  
**AND**  
**BETHLEHEM ADMINISTRATORS ASSOCIATION**



**For the period of: July 1, 2023 through June 30, 2027**

BOARD OF EDUCATION APPROVED ON OCTOBER 26, 2022

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## **ARTICLE I – AGREEMENT**

This agreement is made and entered into by and between the Board of Education of the Bethlehem Central School District (hereinafter referred to as the “Board”) and the Bethlehem Administrators Association, (hereinafter referred to as the “Association”), for the period July 1, 2023 through June 30, 2027.

## **ARTICLE II – PHILOSOPHY**

The Board and the Association share the strong belief that their primary function is to provide the maximum educational opportunities to every child attending the Bethlehem Central Schools. The Board recognizes the need for the value of middle management Administrators in ensuring that the educational goals of the Board, the teachers, the parents, and the students are reached. The Administrators share with the Board the common responsibility for working toward mutual understanding, cooperation and effective communications at all levels of the school district.

## **ARTICLE III – RECOGNITION**

The Board, in order to recognize an organization as exclusive representative of administrative personnel, requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a certified membership list. In the event of a challenge, the Board will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the negotiations unit consisting of all certified principals, assistant principals, Director of Athletics & Wellness, and Assistant Director of Special Education & Student Services with the exception of Central Office Administrators, and the Director of Technology, the Board hereby recognizes the Association as the exclusive negotiating agent for said negotiating unit.

Such recognition shall extend in effect so long as the Association’s active membership contains more than fifty (50) per cent of the total employees in the negotiating unit. The Association shall submit to the Board by December 1 of each year a certified list of the active members of the Association.

The Board agrees not to negotiate with any administrator covered by this agreement or any employee organization purporting to represent the positions set forth above other than the Bethlehem Principals Association for the duration of this agreement.

## **ARTICLE IV – PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **A. Negotiating Teams**

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements with respect to hours, wages, and terms and conditions of employment. At no time shall the negotiating team for either the BAA or the BCSD exceed three people. One additional consultant from outside the district may be engaged by either side and become part of the negotiations process.

Neither party in any negotiations shall have any control over the selection of the negotiator or negotiating representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

**B. Opening Negotiations**

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before December 1 or at a mutually agreed upon date thereafter. Issues can be submitted for discussion, by either party, no later than February 1 or at a mutually agreed upon date thereafter, and will be placed on the agenda after issues submitted at the first meeting have been discussed. Any additional issue can be considered out of sequence on agreement of both parties.

**C. Intensive Bargaining**

This will take place on two and not more than three consecutive workdays on or before January 15, until an agreement is reached or the failure to reach agreement necessitates a joint declaration of “impasse.” It is expected that Bethlehem Administrators Association and Board of Education members will be available for consultations during the evenings, so that agreements can be reached.

**D. Exchange of Information**

Both parties shall furnish each other in good faith available information which shall enhance the negotiating process. The Board will provide the Association with a copy of the budget following approval of the budget. In the event a budget is not approved, this provision shall be interpreted to mean contingency budget plus any approved options.

**E. Consultants**

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

**F. Committee Reports**

The parties agree that during the period of negotiations, prior to reaching agreement or the declaration of an impasse, the specific details of the negotiations shall not be revealed to the general public unless release of an issue has the approval of both parties.

**G. Reaching Agreement**

When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated and initialed by a representative of each party to the negotiations. The final agreement shall be submitted to the Association and the Board of Education for ratification.

**H. Resolving Differences**

When agreement is not reached concerning specific issue or area, both parties will commit their positions to writing. If agreement still cannot be reached following the exchange of these statements, the issue will be set aside for discussion at a later date during the negotiating period.

By mutual consent mediators provided by the Public Employment Relations Board may be used at any time during the negotiation procedure. However, if the comprehensive agreement is not concluded by May 1 or a mutually agreed upon date thereafter, the parties may, within two working days, request the Public Employment Relations Board to appoint a mediator or a fact finder. Such mediation and fact-finding will be governed by provisions of Article 14, Section 209 of the Civil Service Law.

**ARTICLE V – SALARIES AND RELATED ITEMS**

**A. Salary Adjustment**

1. Principals

The annual salary adjustment to be applied to a Principal’s base salary, effective July 1, is as follows:

2023-24	Base salaries as of June 30, 2023 will be increased by \$3,000. The adjusted base will then be increased by 5%.
2024-25	3.00%
2025-26	3.00%
2026-27	3.00%

2. Assistant principals

The annual salary adjustment to be applied to an Assistant Principal's base salary, effective July 1, is as follows:

2023-24	Base salaries as of June 30, 2023 will be increased by \$2,000. The adjusted base will then be increased by 5%.
2024-25	3.00%
2025-26	3.00%
2026-27	3.00%

**B. Longevity Increment**

For administrators who have been appointed by September 30<sup>th</sup> of any given school year, that initial partial year of service shall count as a full year for purposes of earning a longevity benefit. For administrators who have been appointed on or after October 1<sup>st</sup> of any given school year, the initial partial school year shall not count as a full year for purposes of earning a longevity benefit.

Upon completion of the following number of years of service, measured as of June 30<sup>th</sup>, the member will receive a longevity benefit, commencing on July 1<sup>st</sup> of the successive year, as follows:

Years Completed	Annual Longevity Amount
5-6	\$1,250
7-9	\$1,750
10-13	\$2,750
14+	\$3,500

The amounts for longevity are paid evenly throughout the year on each bi-weekly pay period. The longevity amounts will be noted on the administrator's pay check as a separate, additional compensation element. Such payments will be pensionable as base compensation as reported to the Teachers retirement System (TRS). Longevity amounts will be prorated if an administrator separates from service during the year.

Longevity is NOT included in base salary for purposes of applying any annual cost-of-living increase to an administrator's base salary.

The longevity amounts listed on the table represent the total longevity amount that will be in addition to an administrator's base salary for the applicable years of service (i.e. the maximum benefit is \$3,500, not a cumulative amount of \$9,250).

If vacation time is paid out upon separation from service, longevity benefits are included as part of the daily rate calculation.

**C. Doctorate**

An administrator who has received or who receives an earned doctoral degree approved by the Superintendent shall receive an additional \$2,000, which is added to the administrator's base salary.

**D. Professional Growth and Development**

The annual goal setting process will provide for an opportunity for an administrator and their supervisor to mutually develop a planned professional growth activity with targeted outcomes.

**E. Administrative Structure and Salary of New Administrators**

Any change contemplated in the administrative structure of the schools during the term of the agreement will be discussed with the BAA prior to the anticipated date for the implementation of the proposed change. Salaries for newly employed Administrators in the district shall be mutually determined between the administrator and the Superintendent of Schools. Other terms and conditions of employment will be consistent with the terms and conditions of the agreement in effect at the time of employment. Salary for newly hired principals after the initial year is subject to the BAA agreement. The BAA will be informed about first year salaries for administrators new to the BAA.

**F. Work Day/Work Year**

1. Principals

- a. All Principals are salaried, exempt class professionals, holding 12-month positions. The work day is 8-hours per day, 40 hours each week.
- b. Principals will be entitled to thirteen (13) paid holidays in accordance with the District's annually published holiday schedule.
- c. Any payments for accrued vacation time will be made using a daily rate of 1/260th of the Principal's annual base salary, exclusive of longevity and doctoral stipends.

2. Assistant Principals

- a. All Assistant Principals are salaried, exempt class professionals, holding 10-month positions, with an obligation to work additional days as defined in 2b. The work day is 8-hours per day, 40 hours each week.
- b. Schedule and Per Diem Rate:
  - i. Assistant Principals will work a teacher calendar year of 184 work days and 25 additional work days on days as approved by the Assistant Principal's immediate supervisor and the Superintendent. Assistant Principals will not receive paid vacation days or paid holidays. On emergency closures, an Assistant Principal may choose not to report to work, but then must work an alternate day, to be mutually agreed upon between the Principal and the Assistant Principal. Prior to June 1st, the Assistant Principal must submit their requested 25 additional work days for the next school year, subject to the approval of the Principal. Any modifications to the approved 25 additional day schedule must be approved in writing by the Principal. Any requests to move additional work days between the summer and the academic work year must be in writing and receive prior written approval from the Superintendent.
  - ii. The salary schedule for Assistant Principals is based on a 10 month (184 work day) schedule plus 25 additional work days. Any additional days worked beyond that schedule must be approved in advance by the Superintendent and will be compensated at a daily pay rate of 1/225th of the Assistant Principal's base salary, exclusive of longevity and doctoral stipends.

**G. Payroll**

Direct deposits to a bank account selected and authorized by the employee for all services will be issued on a bi-weekly basis. The District shall not be liable for electronic transfer errors or other related problems, but will

use its best efforts to promptly address any concerns, including issuance of a negotiable check within 24-business-hours, to the extent possible, following notification to the District of a bank-rejected direct deposit item.

#### **H. Dues and Other Deductions**

1. The District agrees, upon the written authorization of the administrator and the Association, to deduct the dues for the Association from their members' salaries, and to transmit such dues to SAANYS within thirty (30) days of deduction, in the format as mutually agreed upon.
2. The Association will certify to the District in writing the current rate of membership dues for each Association member. The Association will give the District thirty (30) days' written notice, prior to the effective date of any change.
3. Dues Deductions will be made in equal installments. The District will not be required to honor any month's deduction for any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
4. No later than September 30th of each year, the Association will provide the District's business office with a list of those employees who are members of the Association, who have voluntarily authorized the District to deduct dues. Employees who choose to be members who were hired by the District after that date should be identified by the Association so the District may deduct dues. The list will show the amount of dues to be deducted from each payroll. The District will notify the Association of any changes in membership. Any employee may notify the District in writing that it no longer chooses to be a member and pay membership dues to the Association. The District will then cease dues deductions and notify the Association.
5. An employee may individually and voluntarily authorize the District in writing to make certain deductions other than dues deductions from their salary. Such other deductions include health and dental insurance, repayment of employee loans to retirement systems, individual adjustments for withholding tax, tax sheltered annuities, member benefit programs, flexible spending plan, and credit union.

#### **I. Dental Plan**

The District will contribute 60% of the total premium, and the member will contribute 40%, consistent with the plan summary in appendix 2.

#### **J. Health Insurance**

1. Employees may elect to join the district health insurance program provided they qualify under the plan.
2. Employees may participate in either Secure Blue Preferred, or the Capital District Physicians Health Plan. The employer will pay, for any existing employees as of June 30, 2015, an amount equal to eighty-five percent (85 %) of the total premium for individuals or seventy-five percent (75 %) for two persons, family, or domestic partners.
  - a. For all employees hired on or after July 1, 2015, the employer will pay an amount equal to seventy-five percent (75%) of the total premium for individual, two persons, family, or domestic partners.
  - b. Any out-of-network benefit plan made available through the District will include a \$250/500 annual deductible with an out-of-pocket limit of \$2,500.00 per individual and \$5,000.00 per family, per year.
3. The office co-pay for each plan will be \$25. Effective July 1, 2019, all eligible administrators will participate in the CASHIC model plan with CDPHP and Blue Shield, as designed as of the date of ratification of this

Agreement, and as set forth in Appendix 1.

4. Prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for Tier 1 drugs, \$25.00 for Tier 2 drugs, \$40.00 for Tier 3 drugs and a “2 co-pay” amount for each of the above categories under the mail order plan. The parties agree to continue a separate Drug Program under a pharmacy benefit management company.
5. Employees shall continue to be eligible on a voluntary basis to participate in the Bethlehem Meds prescription drug program, in addition to the existing prescription program, provided such employees participate in the District health plan.
6. Any committee established by the District to study alternate health insurance plans shall have BAA representation.
7. The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1986 (\$15.50 per month, paid quarterly). Administrators, retirees and their spouses may, at their option, choose to participate in the Medicare Advantage Plan.
8. The district will provide health insurance under the district health insurance program for employees who retire from the district service under a pension provided under the New York State Teachers Retirement System (“TRS”). In order to qualify for this benefit an employee must be eligible for health insurance as provided herein at the time of their retirement, and must retire under a TRS retirement plan. The district shall pay 90% of the individual premium and 50% of the dependent coverage premium for employees with 12\* or more years of district service, and 80% of the individual premium and 50% of the dependent coverage for employees with 8 to 11 years inclusive of district service. Employees retiring with less than 8 years of district service shall be permitted to continue to participate in the district health insurance program at their own cost. The percentage of premium cost paid by the employee retiring under this provision will remain the same for the life of the retiree.

Retirees are allowed to increase or decrease dependent coverage according to eligibility requirements of the plan.

The surviving spouse of a retiree may continue coverage under the District’s health insurance plan, at their sole expense.

*\*Part time service can be counted for any years the administrator was eligible for health insurance benefits.*

9. *Health Insurance Buy-Out:*

A bargaining unit member who chooses not to enroll in the health insurance plan and Prescription Medicine Plan of the district for the next fiscal year will be compensated, at the rate of \$1,000.00 for a single plan, \$2,000.00 for a two person, domestic partner plan, and \$3,000.00 for a family plan annually as long as they continue this selection. The health insurance buy-out will be paid out, at the end of each open enrollment period during which the district has received the full health insurance savings. If a bargaining unit member must opt into the health insurance program offered by the district, due to a qualifying event during any enrollment period, they will not be eligible to receive any buy-out for that period of the fiscal year. Additionally, bargaining unit members understand and acknowledge that any payment for the health insurance buy-out will be considered as taxable income for the bargaining unit member.

In order to participate in health insurance as a retiree, the bargaining unit member must rejoin the plan

during the open enrollment period directly preceding their retirement.

**K. Life Insurance**

The District will provide each Principal a whole life insurance benefit, upon initial employment. The District shall pay the annual cost of a whole life insurance policy upon the life of the Employee in the face amount of One Hundred Thousand and 00/100 (\$100,000) Dollars, assuming the Employee so elects this coverage, and assuming the Employee is eligible for coverage pursuant to the underwriting guidelines utilized by the insurer. In the event coverage is unavailable due to underwriting guidelines, or if the Employee declines such coverage, the Employee shall receive an in lieu of benefit equal to \$1,000 per year, payable by October 31st in any such year (and pro-rated if less than a full year). Additionally, the District's cost for the whole life insurance policy is limited to a maximum amount of \$5,000 per year. Should the cost of the premium for \$100,000 of coverage exceed \$5,000, then the Dollar Purchase option will be utilized, such that there will be a reduction in the policy amount to that which can be purchased for \$5,000 (face amount will be below \$100,000).

**L. Flexible Benefit Plan**

The District shall provide a full cafeteria plan under IRS Code §125 Plan with the district paying the administrative costs thereof. Such plan will permit employee contributions for employee health insurance premiums, unreimbursed medical and dental expenses, and allowable child-care expenses, etc., in before-tax dollars. In accordance with the IRS' option to enable plan participants to carry over up to \$550 of unused funds for qualifying medical expenses from one plan year to the next, the maximum \$550 carryover option will be incorporated within the plan, enabling an employee access to any unused funds from the prior plan year, commencing with the plan year ending December 31, 2020.

**M. Reimbursement for Damages**

The district will reimburse administrators for willful damages caused to their personal clothing while carrying out their duties during school hours and for willful damages caused to their personal vehicle while it is parked in a school parking lot. Reimbursement is for costs not covered by the administrator's own insurance. This reimbursement is not applicable to personal property brought to school such as cameras, CD players, etc. that may be stolen or damaged while at school.

**N. Retirement Benefit**

If District elects to implement any New York State early retirement incentive plan the Association would have the choice of either the state plan or the local benefit, but not both.

To qualify for the Retirement Benefit, the administrator must notify the Superintendent in writing of their intention to retire from their position at least six months in advance of retirement on or before January 1, for an end of the year retirement date of June 30.

**O. Employer Non-Elective Contribution to 403(b) Plan**

Administrators who retire under the rules of the New York State Retirement System from administrative service in the Bethlehem Central School District shall be eligible for an Employers Non-elective contribution described herein.

1. *No Cash Option:*

The employee may not receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s).

2. *Employer Non-Elective Contribution:*

The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account for an eligible

employee calculated as follows for each accumulated unused sick day:

- a. \$125 a day after 8 years of service
- b. \$150 a day after 10 years of service
- c. \$250 a day after 12 years of service
- d. Maximum benefit not to exceed \$45,000.

In addition to the above incentive, if the cash value is in excess of \$45,000, the cash value of the remaining days may be applied as a credit toward the member's share of any health insurance premiums payable upon retirement, subject to a maximum of \$12,500.

3. *Contribution Limitations:*

In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in the preceding paragraph exceeds the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution.

4. *403(b) Accounts:*

Employer contributions shall be deposited into the 403(b) account selected by the Employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the Employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall deposit contributions, in the name of the Employee, into the BCTA-endorsed 403(b) program.

5. This contribution program shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This contribution program shall further be subject to the approval of the 403(b) Provider, which shall review the plan solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, the 403(b) provider shall provide the Employer with a standard hold harmless agreement as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. Each eligible employee shall forthwith notify, in writing, the District of the total elective contribution, if any, made by them to any 403(b) or 401(k) account outside of that which they contribute as an employee of the District. To the extent that the employee fails to provide accurate information as to contributions made outside the District, any issues that arise from the inaccurate information shall be the exclusive responsibility of the employee.

## **ARTICLE VI – LEAVES OF ABSENCE**

The leave of absence policies and regulations are essentially income protection provisions, designed to protect the employee and their family from income loss during a time of health emergency and during times when their absence from school is demanded.

The Board of Education believes it to be its responsibility to the employees to establish such income protection provisions. The Association recognizes that such leaves of absence should be used with discretion.

### **A. Illness – Personal/Family**

Employees will be granted 15 days sick/family leave their first year of employment, 16 days their second year, 17 days their third year, 18 days their fourth year and thereafter. Unused sick leave balances will carry forward from one year to the next.

Employees may use this accrued time for their own personal illness, or for the illness of a member of their immediate family.

For the purpose of this section, the “immediate family” is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, (or spouse’s son), son-in-law, daughter, (or spouse’s daughter), daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandchildren, any relative living as a member of an administrator’s household, or any other person with whom the administrator has developed an immediate family-like obligation due to established past personal relationships.

### **B. Death in the Immediate Family**

Employees will be granted an annual leave of five (5) days to be used in the event of death in the immediate family. Such leave is not to be deducted from sick leave and is not cumulative. In the event an individual has used all five days annual leave for death in the immediate family, five additional days may be granted for each additional death which occurs. The immediate family is defined in Paragraph B.

### **C. Vacation**

A. 12-month employees shall receive 20 days’ vacation annually during the first two years of employment as a unit member, exclusive of the District published holiday schedule, and will earn one additional day of vacation for every 2 years of employment, as a unit member, up to 5 days over the first 10 years of employment. Up to ten (10) days of unused vacation leave may be carried over to the following year, but must be used by December 31 of that school year, unless the employee has elected to bank additional vacation days in contemplation of retirement, consistent with paragraph 3. No employee may use five or more consecutive business days of vacation without prior approval of the Superintendent.

B. Upon separation from service with the district the unit member will be reimbursed at their rate of pay for up to a maximum of ten (10) earned but unused vacation days, consistent with Article V, section B, 6th paragraph.

C. The employee may give written notice of their intention to retire, to the Superintendent, up to two years prior to their retirement date. If so elected, then in each of the two years prior to retirement, the employee may opt to carry forward up to twenty (20) days, in lieu of the 10 earned but unused days in paragraph 2. The employee should send written notice to the Superintendent of how many days they elect to carryforward, by June 30th of each year, prior to retirement. Upon retirement from the District, the employee will be reimbursed at their rate of pay for up to a maximum of forty-five (45) days of unused vacation days. In the event the employee subsequently rescinds their retirement date, then the employee will forfeit any days

carried forward in excess of the ten day carry forward that would otherwise apply.

The vacation payment pursuant to this paragraph must be made as an Employer Non-Elective Contribution to a 403(b) plan, in accordance with paragraphs 1, 3, 4, 5, 6, and 7 in Article V, section O.

**D. Jury Duty**

Attendance at court for jury duty will be allowed, with full pay, during the term of duty. The subpoena, or its copy, must be presented in the Superintendent's office.

**E. Court Appearance**

Attendance at court, on the District's behalf, as a result of a subpoena, or the written request of a lawyer, will be allowed at full pay. The subpoena, its copy, or the written request of a lawyer, must be presented in the Superintendent's office.

**F. Professional Responsibilities**

Employees will be granted leaves without deduction in pay for professional responsibilities such as attendance at conferences, consultant services, fulfillment of obligations as officers of state and national professional organizations, curriculum development and service as resource personnel. Such leaves shall require approval of the Superintendent.

**G. Child Care Leave**

- A. Child Care Leave shall not exceed 15 months from the time of birth or adoption of a child.
- B. Only one staff member is entitled to a leave if the employees are the parents of the same child.
- C. In the event a pregnancy results in a miscarriage or still birth, or an adoption or foster care placement terminates during or prior to a leave, the employee, with thirty (30) days written notice to the District, may return or remain in their position of employment.
- D. An administrator shall notify the District of their intent to take a child care leave at least ninety (90) days in advance of the date the leave is to commence, together with the anticipated return date consistent with this Section G. In the case of adoption or foster care, the administrator shall notify the District at least ninety (90) days in advance of the anticipated time the child will be placed in their care, their intent to take a leave, and the anticipated return date consistent with this Section G. If the adopting parent or foster care parent is given a specific date when the child is available for them to adopt or for placement, the District must be notified immediately.
- E. Child care leave without pay shall be an interruption of the probationary period on non-tenured administrators and shall not apply in lieu of service in meeting the probationary time requirements.
- F. Any administrator may utilize sick leave accruals and/or sick bank accruals if the administrator is disabled from birth of the child. Generally this period will be six to eight weeks (6-8 weeks). Medical certification will be required.

**H. Work-Incurred Disability**

Administrators who have been employed by the school district, in any full-time professional capacity, for five years or less shall receive disability pay (equal to full current pay) for a period of up to 220 days in the event of a work-incurred personal injury which prevents them from working. Administrators who are in their sixth year of service or after will receive full pay (including salary increases) from the date of injury until such time as they attain ten years' service in the Teachers Retirement System, or (full current pay) for 300 days, whichever is greater, or until they return to work within said period. If the disability occurs on the sixtieth birthday or thereafter, the maximum amount of income protection will be for a period of 220 days. All Workers' Compensation payments will be assigned to the School District in partial reimbursement. The Board will be

entitled to physical examinations of the administrator by physicians in the field of disability for the purpose of determining if the administrator may resume any work in the District for which he is certified or qualified.

**I. Personal Leave**

Each employee will be granted three days of personal leave annually to be used at their own discretion, without submitting a reason for the leave. Except in case of emergency, the staff member shall notify the Superintendent five days in advance of the leave date.

Personal leave will not be used for the first or last day of the school year, or the day immediately preceding or following a holiday or holiday period except in the case of an emergency as determined by the Superintendent.

Personal leave days will not be cumulative, will not be deducted from the employee's sick leave and will be granted without salary deduction.

Unused personal leave will be added to the cumulative sick leave of the employee.

**J. Other Absences**

Leaves, other than those identified in the above regulations, or extensions beyond the limitations in the regulations, may be granted at the recommendation of the Superintendent and upon the approval of the Board of Education.

**K. Sick Leave Bank**

A. A sick leave bank shall be established for administrators who are physically disabled for an extended period during the school year. One day of personal leave will be assessed each employee, to initially join and participate in the sick leave bank. The bank shall be at a maximum when the number of days therein is equal to 5 times the number of unit members eligible for participation or 60 days, whichever is greater. At the end of each school year, the bank shall be replenished as it may be diminished through use, up to the prescribed maximum. After the initial assessment of one day personal leave to join the sick leave bank, an employee's subsequent assessment to replenish the sick leave bank as provided herein shall be taken from their unused accumulated sick leave.

The granting of such extended leave benefits shall be subject to the following conditions:

- a. The employee's accumulated sick leave is exhausted;
- b. The employee satisfies a five (5) unpaid working day waiting period after exhaustion of the accumulated sick leave;
- c. The employee provides medical evidence acceptable to the District of the extended nature of the disability. The District may require an examination by another physician;
- d. Individual withdrawals shall be limited to the lesser of the number of accumulated sick leave days in the employee's account at the end of the previous school year during which the onset of the disability occurs or 60 days.

The District reserves the right to withhold such extended leave benefit when:

- a. The employee cannot continue to provide medical evidence acceptable to the District of the continuation of the disability when requested to do so by the District;
- b. The employee may qualify for disability retirement under either any public retirement system or social security.

B. *Donated Sick Leave*

In the event that an employee has fewer than 60 days within their individual balance of accumulated sick leave days at the end of the previous school year (as described in article VI.K.1.d, above), upon the employee's request and the Superintendent's approval (the superintendent reserves the right to approve/deny the use of this time. Such decision by the Superintendent is final and binding, non-grievable, and not subject to any review), fellow BAA employees may be advised of the employee's request for time, and may donate sick leave to the employee, subject to the following terms:

- a. Eligibility for Donated Sick Leave is similar to an employee's eligibility for the Sick Leave Bank, namely that it is available for your own qualifying illness; however, access to sick bank days is subject to the following service requirements and limitations on days:

Within the 1 <sup>st</sup> year of employment	0 days
Within the 2 <sup>nd</sup> year of employment	15 days
Within the 3 <sup>rd</sup> year of employment	30 days
Within the 4 <sup>th</sup> year of employment	45 days
After 5 or more years of employment	60 days

- b. An employee must exhaust their individual sick leave balance and the Sick Leave Bank balance before they can receive Donated Sick Leave. However, the request for Donated Sick Leave may occur prior to exhausting these balances, to preserve salary continuity for the employee.
- c. Donated sick leave is intended to allow an employee who does not have 60 sick bank days available to them, to be able to increase their available sick leave through the receipt of donations from fellow employees, to potentially bring them to a maximum leave bank of 60 days. (Subject to the overall limitations of days in Article VI.K.2.a.)
- d. An employee must also utilize all but five (5) days of their available vacation time before qualifying for Donated Sick Leave; however, the employee may elect to use all vacation days if desired.
- e. The employee requesting DSL must approve the language within the solicitation notice that Human Resources will release to fellow BAA members, and must also sign a release wherein they waive any confidentiality rights pertaining to the medical condition, and waive the right to subsequently bring a discrimination claim on the basis of a disability or a perceived disability.
- f. After solicitation, there is a ten working day period during which donations will be accepted. There shall be no personal solicitations or campaigns on the beneficiary's behalf, nor the offering of opinions on whether leave should or should not be donated. Confidentiality of donations will be maintained, such that not even the beneficiary employee will be told who has donated time.
- g. A fellow BAA member may not donate more than five (5) days to the employee requesting DSL.
- h. Any donations of time will be logged, and donors will have sick time reductions from their individual sick leave balances as time is used by the beneficiary. One day of time will be deducted from each donor on a rotating seniority basis until time is utilized, or until the beneficiary has returned to work, separated from service, or has reached the maximum 60-day benefit from the combined Sick Leave Bank and Donated Sick Leave balances.

## **ARTICLE VII – GENERAL CONDITIONS OF EMPLOYMENT**

### **A. Indemnification**

The District shall hold harmless Employees, consistent with the law, and provide legal counsel against any and all demands, actions, suits, claims or legal proceedings on a judicial or administrative level based on any actions taken in the discharge of the administrative duties, within the scope of their authority or at the direction of the District, or an Officer of the District. This coverage will extend beyond the Employee's term of employment to provide defense and indemnification against any claims for actions alleged to have occurred during the member's term of employment with the District. This coverage shall not include any action or claim brought by the District against the Employee.

### **B. Supportive Role**

Building Principals have a responsibility to meet with the Superintendent and the Board of Education in a consultative and supportive role during the negotiations process between BCTA, BCUEA and the Board of Education. The Superintendent and the Board of Education recognize the responsibility of using the building principals in such a consultative and supportive role in regard to those teacher negotiations proposals not directly related to salary schedules or other economic benefits.

### **C. Dissemination of Information**

All agenda, addenda, and minutes of the Board of Education will be supplied to each building principal, and all other pertinent attachments will be made available to the President of the Bethlehem Administrators Association upon their request.

### **D. Association and Certified Professional Personnel Rights**

#### Personnel Folder

1. Certified professional persons shall have the right, upon request, to review the contents of their personnel file in the presence of a representative of the Superintendent's office. The person may elect to have an additional witness of their own choosing.
2. Certified professional persons shall receive a personal copy of any materials to be placed in their personnel folder and shall affix their signature to the actual copy to be placed in the file. Such signature does not constitute agreement but merely signifies they have examined the materials.
3. Certified professional persons have the right to insert written explanations or responses to material in their personnel folders. Such explanations or responses shall be filed in the folder within one calendar week after receipt by the district office.

### **E. Abolishment of Position**

In the event that any administrative positions which are covered by this contract are abolished through district reorganization or some other reason, the incumbents will be given prime consideration for any other vacant position for which they are qualified, properly certified and/or legally eligible. Additionally, any administrator affected by a position abolishment will be given written notice, at least 60-days in advance of the effective date.

### **F. Other Negotiations**

In negotiations with other employee organizations the Board of Education will strive to retain the prerogatives necessary to preserve the building principals' ability to fulfill the functions of that office and the responsibilities

delegated thereto.

**G. Probationary Notice of Termination**

Unit personnel completing the second and third year of their probationary period must receive notice of termination no later than April 1<sup>st</sup>.

**H. Annual Professional Performance Review for Administrators**

Annual Professional Performance Review (APPR) for Administrators is an item for collective bargaining and the final APPR document will be developed outside of the existing contract and in compliance with all New York State laws and/or regulations.

**I. Mentoring Program**

The District will provide a mentoring program for all first and second-year administrators, as well as for administrators on a Performance Improvement Plan (PIP). When a new administrator is appointed, the District and the BAA will review the available options and agree upon the most suitable. Such mentoring services will be provided by a non-employee third party, as determined by the parties. Conversations between the mentee and mentor are confidential; however, the mentee may voluntarily choose to disclose said conversations. The total cost to the District for the agreed-upon mentoring program will not exceed \$15,000 per year for an individual mentee, inclusive of release time.

For first-year administrators, the district will provide 12 release days a year to meet with a mentor or attend professional development related to beginning administrators.

For second year administrators, the district will provide 6 release days a year to meet with a mentor or attend professional development related to beginning administrators.

For administrators on a PIP, the district will provide up to 10 release days during the time the PIP is in place.

**ARTICLE VIII – GRIEVANCE PROCEDURE**

In order to establish a more harmonious and cooperative relationship between the Board of Education and the Administrators, it is hereby declared to be the purpose of this Article to provide for settlement of differences promptly and fairly through procedures under which Administrators may present grievances. The time limits specified for either party may be extended only by mutual agreement.

**A. Definitions**

1. A grievance shall be any claim by an Administrator or group of Administrators of the Association on its own behalf that there has been a violation, misinterpretation or inequitable application of the Agreement, board policies, procedures, or laws or rules and regulations having the force and effect of law.
2. “Grievant” means the party named as the aggrieved; this can be the Association.
3. “Party-In-Interest” means any party named in a grievance who is not the aggrieved party, including the Association.
4. “Hearing Officer” means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

**B. Procedure**

**Step 1: Immediate Superior/Superintendent – Informal**

The Administrator will first attempt to resolve the grievance by discussing it with their immediate

supervisor (as per organizational chart). If an Administrator is not able to settle a grievance after talking it over with their immediate superior, they will discuss it with the Superintendent either directly or through an Association representative with the objective of resolving the matter informally. Indication will be given that this is at the informal stage. The request for this meeting with the Superintendent must be within 30 employee workdays of when the grievant knows or should have known of the grievance. The Superintendent shall confer with all parties-in-interest. If the Administrator submits the grievance through a representative, the Administrator may be present during the discussion of the grievance. An Association representative may be present at the request of the grievant.

If the Superintendent has not met with grievant within 15 days of grievant's request, grievant may take the grievance to Step 2: Superintendent-Formal.

**Step 2: Superintendent – Formal**

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within fifteen (15) employee workdays of the meeting at Step 1. Within five (5) employee work days after the written grievance is presented to the Superintendent, they shall, without any further consultation with the aggrieved party, or any party-in-interest (unless both parties have the opportunity to be present), give their decision and reasoning.

**Step 3: Board of Education**

- a. If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board of Education within fifteen (15) employee workdays after the Superintendent has given their decision.
- b. Within ten (10) employee work days after the next regularly scheduled Board of Education meeting after the receipt of an appeal, the Board of Education or sub-committee of the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. The Board of Education or sub-committee of the Board shall give its decision, with reasoning, within ten (10) employee workdays after the conclusion of the hearing.

**Step 4: Advisory Arbitration**

- a. If the Association is not satisfied with disposition of the grievance at the Board of Education level, the Association may, within five (5) days, notify the Board of Education of its intent to submit the grievance to arbitration.
- b. Within five (5) days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the Syracuse office of the American Arbitration Association. The parties shall then follow the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected will confer with the representatives of the Board of Education and the Association and hold hearings promptly. The decision of the arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power of authority to make any conclusions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement or which would add to, subtract from, delete or in any way amend or modify any of the terms and provisions of the Agreement.
- d. The decision of the arbitrator will be advisory. The Board of Education will have authority to make the final decision.

- e. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the District and the Association.

**ARTICLE IX – MISCELLANEOUS PROVISIONS**

- A. This contract constitutes the full and complete agreement between both parties, and it may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties by an instrument in writing signed by the duly authorized representatives of the respective parties.
- B. Copies of this agreement shall be reproduced at the expense of the Board and distributed to all administrators now employed or hereafter employed by the Board within two weeks after its execution, or upon commencement of employment if that occurs later.
- C. The BAA will have at least one representative as part of the five district representatives to the BCTA Process Committee. The BAA will recommend its representative to the Superintendent for such appointment by each September 1<sup>st</sup>.
- D. In the event that the district appoints an individual to a position represented by the BAA, as identified in Article V.F., and that person currently works for the District as a supervisor or teacher, the individual will be credited with their accrued sick leave days upon their promotion to the identified position.
- E. *Administrative Summer Retreat*  
The administrative summer retreat will be scheduled by the Superintendent, for all administrators, and will occur within the last 15 business days in August. Notice of the dates shall be provided to employees as soon as practicable, but in no event later than January 30<sup>th</sup>.

**ARTICLE X – DURATION OF CONTRACT**

This contract shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2027.

**For the Association:**

**For the District:**

**For the Board of Education:**

\_\_\_\_\_  
*Dianna Reagan*  
Co-President, BAA

\_\_\_\_\_  
*Jody Monroe*  
Superintendent of Schools

\_\_\_\_\_  
*Holly Dellenbaugh*  
President, Board of Education

\_\_\_\_\_  
*Laura Heffernan*  
Co-President, BAA

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022